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16 ILLINOIS TOOL WORKS INC.

17

18 **UNITED STATES DISTRICT COURT**

19 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

20

21 CASEY BREEDEN,

22 Plaintiff,

23 v.

24 MILLER ELECTRIC MFG. LLC;
25 ILLINOIS TOOL WORKS INC.; and
26 DOES 1 through 10, inclusive,

27 Defendants.

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Case No. 2:22-cv-09294 GW (AFMx)

STIPULATED PROTECTIVE ORDER

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1 A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the
6 following Stipulated Protective Order. The parties acknowledge that this Order does
7 not confer blanket protections on all disclosures or responses to discovery and that the
8 protection it affords from public disclosure and use extends only to the limited
9 information or items that are entitled to confidential treatment under the applicable
10 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
11 that this Stipulated Protective Order does not entitle them to file confidential
12 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
13 followed and the standards that will be applied when a party seeks permission from
14 the court to file material under seal.

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve commercial, financial, and/or proprietary
17 information for which special protection from public disclosure and from use for any
18 purpose other than prosecution of this action is warranted. Such confidential and
19 proprietary materials and information consist of, among other things, confidential business
20 practices, or other confidential research, development, or commercial information
21 (including information implicating privacy rights of third parties), information
22 otherwise generally unavailable to the public, or which may be privileged or otherwise
23 protected from disclosure under state or federal statutes, court rules, case decisions, or
24 common law. Accordingly, to expedite the flow of information, to facilitate the
25 prompt resolution of disputes over confidentiality of discovery materials, to ensure
26 adequately protect information the parties are entitled to keep confidential, to ensure
27 that the parties are permitted reasonable necessary uses of such material in preparation

1 for and in the conduct of trial, to address their handling at the end of the litigation, and
 2 serve the ends of justice, a protective order for such information is justified in this
 3 matter. It is the intent of the parties that information will not be designated as
 4 confidential for tactical reasons and that nothing be so designated without a good faith
 5 belief that it has been maintained in a confidential, non-public manner, and there is
 6 good cause why it should not be part of the public record of this case.

7 1. **DEFINITIONS**

8 1.1 **Action:** Casey Breeden v. Miller Electric Mfg. LLC, et al., Case No.
 9 2:22-cv-09294 GW (AFMx).

10 1.2 **Challenging Party:** a Party or Non-Party that challenges the designation
 11 of information or items under this Order.

12 1.3 **“CONFIDENTIAL” Information or Items:** information (regardless of
 13 how it is generated, stored or maintained) or tangible things that qualify for
 14 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
 15 Good Cause Statement.

16 1.4 **Counsel:** Outside Counsel of Record and House Counsel (as well as
 17 their support staff).

18 1.5 **Designating Party:** a Party or Non-Party that designates information or
 19 items that it produces in disclosures or in responses to discovery as
 20 “CONFIDENTIAL.”

21 1.6 **Disclosure of Discovery Material:** all items or information, regardless
 22 of the medium or manner in which it is generated, stored, or maintained (including,
 23 among other things, testimony, transcripts, and tangible things), that are produced or
 24 generated in disclosures or responses to discovery in this matter.

25 1.7 **Expert:** a person with specialized knowledge or experience in a matter
 26 pertinent to the litigation who has been retained by a Party or its counsel to serve as
 27 an expert witness or as a consultant in this Action.

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1 1.8 House Counsel: attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 1.9 Non-Party: any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this action.

6 1.10 Outside Counsel of Record: attorneys who are not employees of a party
7 to this Action but are retained to represent or advise a party to this Action and have
8 appeared in this Action on behalf of that party or are affiliated with a law firm which
9 has appeared on behalf of that party, and includes support staff.

10 1.11 Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 1.12 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 1.13 Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 1.14 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL.”

21 1.15 Receiving Party: a Party that receives Disclosure or Discovery Material
22 from a Producing Party.

23 2. SCOPE

24 The protections conferred by this Stipulation and Order cover not only Protected
25 Material (as defined above), but also (1) any information copied or extracted from
26 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
27 Material; and (3) any testimony, conversations, or presentations by Parties or their
28 Counsel that might reveal Protected Material.

1 Any use of Protected Material at trial shall be governed by the orders of the trial
 2 judge. This Order does not govern the use of Protected Material at trial.

3 **DURATION**

4 Even after final disposition of this litigation, the confidentiality obligations
 5 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
 6 in writing or a court order otherwise directs. Final disposition shall be deemed to be
 7 the later of (1) dismissal of all claims and defenses in this Action, with or without
 8 prejudice; and (2) final judgment herein after the completion and exhaustion of all
 9 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
 10 for filing any motions or applications for extension of time pursuant to applicable law.

11 **DESIGNATING PROTECTED MATERIAL**

12 **4.1 Exercise of Restraint and Care in Designating Material for Protection.**

13 Each Party or Non-Party that designates information or items for protection under
 14 this Order must take care to limit any such designation to specific material that
 15 qualifies under the appropriate standards. The Designating Party must designate for
 16 protection only those parts of material, documents, items, or oral or written
 17 communications that qualify so that other portions of the material, documents, items,
 18 or communications for which protection is not warranted are not swept unjustifiably
 19 within the ambit of this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations
 21 that are shown to be clearly unjustified or that have been made for an improper purpose
 22 (e.g., to unnecessarily encumber the case development process or to impose
 23 unnecessary expenses and burdens on other parties) may expose the Designating Party
 24 to sanctions.

25 If it comes to a Designating Party's attention that information or items that it
 26 designated for protection do not qualify for protection, that Designating Party must
 27 promptly notify all other Parties that it is withdrawing the inapplicable designation.

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1 4.2 Manner and Timing of Designations. Except as otherwise provided in
 2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
 3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 4 under this Order must be clearly so designated before the material is disclosed or
 5 produced.

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (e.g., paper or electronic
 8 documents, but excluding transcripts of depositions or other pretrial or trial
 9 proceedings), that the Producing Party affix at a minimum, the legend
 10 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
 11 contains protected material. If only a portion or portions of the material on a page
 12 qualifies for protection, the Producing Party also must clearly identify the protected
 13 portion(s) (e.g., by making appropriate markings in the margins).

14 A Party or Non-Party that makes original documents available for inspection
 15 need not designate them for protection until after the inspecting Party has indicated
 16 which documents it would like copied and produced. During the inspection and before
 17 the designation, all of the material made available for inspection shall be deemed
 18 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
 19 copied and produced, the Producing Party must determine which documents, or
 20 portions thereof, qualify for protection under this Order. Then, before producing the
 21 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
 22 to each page that contains Protected Material. If only a portion or portions of the
 23 material on a page qualifies for protection, the Producing Party also must clearly
 24 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

25 (b) for testimony given in depositions that the Designating Party
 26 identify the Disclosure or Discovery Material on the record, before the close of the
 27 deposition all protected testimony.

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(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

7 4.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
8 failure to designate qualified information or items does not, standing alone, waive
9 the Designating Party's right to secure protection under this Order for such material.
10 Upon timely correction of a designation, the Receiving Party must make reasonable
11 efforts to assure that the material is treated in accordance with the provisions of this
12 Order.

13 | P a g e |
5. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 5.1 Timing of Challenges. Any Party or Non-Party may challenge a
15 designation of confidentiality at any time that is consistent with the Court's
16 Scheduling Order.

17 5.2 Meet and Confer. The Challenging Party shall initiate the dispute
18 resolution process under Local Rule 37.1 et seq.

19 5.3 The burden of persuasion in any such challenge proceeding shall be on
20 the Designating Party. Frivolous challenges, and those made for an improper
21 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
22 parties) may expose the Challenging Party to sanctions. Unless the Designating
23 Party has waived or withdrawn the confidentiality designation, all parties shall
24 continue to afford the material in question the level of protection to which it is
25 entitled under the Producing Party's designation until the Court rules on the
26 challenge.

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1 6. ACCESS TO AND USE OF PROTECTED MATERIAL

2 6.1 Basic Principles. A Receiving Party may use Protected Material that is
 3 disclosed or produced by another Party or by a Non-Party in connection with this
 4 Action only for prosecuting, defending, or attempting to settle this Action. Such
 5 Protected Material may be disclosed only to the categories of persons and under the
 6 conditions described in this Order. When the Action has been terminated, a
 7 Receiving Party must comply with the provisions of section 13 below (FINAL
 8 DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a
 10 location and in a secure manner that ensures that access is limited to the persons
 11 authorized under this Order.

12 6.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
 13 otherwise ordered by the court or permitted in writing by the Designating Party, a
 14 Receiving Party may disclose any information or item designated
 15 “CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this Action,
 17 as well as employees of said Outside Counsel of Record to whom it is reasonably
 18 necessary to disclose the information for this Action;

19 (b) the officers, directors, and employees (including House Counsel)
 20 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom
 22 disclosure is reasonably necessary for this Action and who have signed the
 23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and

27 Professional Vendors to whom disclosure is reasonably necessary for this Action and
 28 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (g) the author or recipient of a document containing the information
2 or a custodian or other person who otherwise possessed or knew the information;

3 (h) during their depositions, witnesses, and attorneys for witnesses, in
4 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
5 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
6 they will not be permitted to keep any confidential information unless they sign the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
8 agreed by the Designating Party or ordered by the court. Pages of transcribed
9 deposition testimony or exhibits to depositions that reveal Protected Material may be
10 separately bound by the court reporter and may not be disclosed to anyone except as
11 permitted under this Stipulated Protective Order; and

12 (i) any mediator or settlement officer, and their supporting
13 personnel, mutually agreed upon by any of the parties engaged in settlement
14 discussions.

15 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
16 OTHER LITIGATION

17 If a Party is served with a subpoena or a court order issued in other litigation
18 that compels disclosure of any information or items designated in this Action as
19 “CONFIDENTIAL,” that Party must:

20 (a) promptly notify in writing the Designating Party. Such
21 notification shall include a copy of the subpoena or court order;

22 (b) promptly notify in writing the party who caused the subpoena or
23 order to issue in the other litigation that some or all of the material covered by the
24 subpoena or order is subject to this Protective Order. Such notification shall include
25 a copy of this Stipulated Protective Order; and

26 (c) cooperate with respect to all reasonable procedures sought to be
27 pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

8. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

- (1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
- (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
- (3) make the information requested available for inspection by the Non-Party, if requested.

1 (c) If the Non-Party fails to seek a protective order from this court
2 within 14 days of receiving the notice and accompanying information, the Receiving
3 Party may produce the Non-Party's confidential information responsive to the
4 discovery request. If the Non-Party timely seeks a protective order, the Receiving
5 Party shall not produce any information in its possession or control that is subject to
6 the confidentiality agreement with the Non-Party before a determination by the
7 court. Absent a court order to the contrary, the Non-Party shall bear the burden and
8 expense of seeking protection in this court of its Protected Material.

9 9. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
11 Protected Material to any person or in any circumstance not authorized under this
12 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
13 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
14 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
15 persons to whom unauthorized disclosures were made of all the terms of this Order,
16 and (d) request such person or persons to execute the "Acknowledgment and
17 Agreement to Be Bound" that is attached hereto as Exhibit A.

18 10. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
19 **PROTECTED MATERIAL**

20 When a Producing Party gives notice to Receiving Parties that certain
21 inadvertently produced material is subject to a claim of privilege or other protection,
22 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
23 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
24 may be established in an e-discovery order that provides for production without prior
25 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
26 parties reach an agreement on the effect of disclosure of a communication or
27 information covered by the attorney-client privilege or work product protection, the
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1 parties may incorporate their agreement in the stipulated protective order submitted to
2 the court.

3 **11. MISCELLANEOUS**

4 **11.1 Right to Further Relief.** Nothing in this Order abridges the right of any
5 person to seek its modification by the Court in the future.

6 **11.2 Right to Assert Other Objections.** By stipulating to the entry of this
7 Protective Order no Party waives any right it otherwise would have to object to
8 disclosing or producing any information or item on any ground not addressed in this
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any
10 ground to use in evidence of any of the material covered by this Protective Order.

11 **11.3 Filing Protected Material.** A Party that seeks to file under seal any
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
13 only be filed under seal pursuant to a court order authorizing the sealing of the
14 specific Protected Material at issue. If a Party's request to file Protected Material
15 under seal is denied by the court, then the Receiving Party may file the information
16 in the public record unless otherwise instructed by the court.

17 **12. FINAL DISPOSITION**

18 After the final disposition of this Action, as defined in paragraph 4, within 60
19 days of a written request by the Designating Party, each Receiving Party must return
20 all Protected Material to the Producing Party or destroy such material. As used in this
21 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
22 summaries, and any other format reproducing or capturing any of the Protected
23 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
24 must submit a written certification to the Producing Party (and, if not the same person
25 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
26 category, where appropriate) all the Protected Material that was returned or destroyed
27 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
28 compilations, summaries or any other format reproducing or capturing any of the

1 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
2 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
3 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
4 attorney work product, and consultant and expert work product, even if such materials
5 contain Protected Material. Any such archival copies that contain or constitute
6 Protected Material remain subject to this Protective Order as set forth in Section 4
7 (DURATION).

8 13. Any violation of this Order may be punished by any and all appropriate
9 measures including, without limitation, contempt proceedings and/or monetary
10 sanctions.

11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12 DATED: May 4, 2023

OGLETREE, DEAKINS, NASH, SMOAK &
13 STEWART, P.C. BY: /S/ BRIANA LABRIOLA

14 Hardy Ray Murphy
Briana LaBriola
15 Attorneys for Defendants
MILLER ELECTRIC MFG. LLC and
ILLINOIS TOOL WORKS INC.

16 Dated: May 4, 2023

LEE & ROSENZWEIG



20 Brent Rosenzweig
21 Attorneys for Plaintiff
22 CASEY BREEDEN

23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24 DATED: 5/8/2023



25 Hon. Alexander F. MacKinnon
26 United States Magistrate Judge
27
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California in the case of Casey Breeden v. Miller Electric Mfg. LLC, et al., Case No. 2:22-cv-09294 GW (AFMx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint _____ [print
18 or type full name] of _____ [print or type full address
19 and telephone number] as my California agent for service of process in connection
20 with this action or any proceedings related to enforcement of this Stipulated Protective
21 Order.

22 | Date:

23 City and State where sworn and signed:

25 Printed name:

27 | Signature:

PROOF OF SERVICE

Casey Breeden v. Miller Electric Mfg. LLC, et al.
Case No. 2:22-cv-09294 GW (AFMx)

I am and was at all times herein mentioned over the age of 18 years and not a party to the action in which this service is made. At all times herein mentioned I have been employed in the County of Orange in the office of a member of the bar of this court at whose direction the service was made. My business address is 695 Town Center Drive, Suite 1500, Costa Mesa, CA 92626.

On May 9, 2023, I served the following document(s):

STIPULATED PROTECTIVE ORDER

by placing (the original) (a true copy thereof) in a sealed envelope addressed as follows:

- BY MAIL:** I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Ogletree, Deakins, Nash, Smoak & Stewart P.C.'s practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
 - BY MAIL:** I deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid at Park Tower, Fifteenth Floor, 695 Town Center Drive, Costa Mesa, CA 92626.
 - BY OVERNIGHT DELIVERY:** I placed the sealed envelope(s) or package(s) designated by the express service carrier for collection and overnight delivery by following the ordinary business practices of Ogletree, Deakins, Nash, Smoak & Stewart P.C., Costa Mesa, California. I am readily familiar with Ogletree, Deakins, Nash, Smoak & Stewart P.C.'s practice for collecting and processing of correspondence for overnight delivery, said practice being that, in the ordinary course of business, correspondence for overnight delivery is deposited with delivery fees paid or provided for at the carrier's express service offices for next-day delivery.
 - BY MESSENGER SERVICE:** (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not less than 18 years of age between the hours of eight in the morning and six in the evening.
 - BY FACSIMILE:** by transmitting a facsimile transmission a copy of said document(s) to the following addressee(s) at the following number(s), in accordance with:
 - the written confirmation of counsel in this action:
[Federal Court] the written confirmation of counsel in this action and order of the court:

- 1 **BY CM/ECF:** With the Clerk of the United States District Court of California,
2 using the CM/ECF System. The Court's CM/ECF System will send an e-mail
3 notification of the foregoing filing to the parties and counsel of record who are
4 registered with the Court's CM/ECF System.
- 5 **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order
6 or an agreement of the parties to accept service by e-mail or electronic
7 transmission, I caused the documents to be sent to the person(s) at the e-mail
8 addresses listed on the attached service list. I did not receive, within a reasonable
9 time after the transmission, any electronic message or other indication that the
10 transmission was unsuccessful.
- 11 **(Federal)** I declare that I am employed in the office of a member of the State
12 Bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States
13 of America that the above is true and correct.
- 14 **(Federal)** I declare that I am a **member** of the State Bar of this Court at whose
15 direction the service was made. I declare under penalty of perjury
16 under the laws of the United States of America that the above is
17 true and correct.

18 I declare under penalty of perjury under the laws of the United States of America
19 that the above is true and correct.

20 Executed on May 9, 2023, at Costa Mesa, California.

21 /s/ Lisa Hamusek
22 Lisa Hamusek

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SERVICE LIST

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